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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

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CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

UNITED STATES OF AMERICA, *ex rel.*, ANHAM FZCO AND ASADULLAH SADERKHAIL Plaintiff-Relators, BRINGING THIS ACTION ON BEHALF OF THE UNITED STATES OF AMERICA c/o UNITED STATES ATTORNEY EASTERN DISTRICT OF VIRGINIA and JEFFERSON B. SESSIONS ATTORNEY GENERAL OF THE UNITED STATES vs. SUPREME FOODSERVICE, GMBH SUPREME GROUP USA LLC SADER AL KHAIL GENERAL TRADING, LLC STEPHEN ORENSTEIN SOREN BORUP NORGAARD AND HAJI OBAIDULLAH SADER KHAIL Defendants.	CASE NO.: 1:17-CV-01290 (TSE/JFA) **DO NOT PLACE ON PACER** **DO NOT SERVE DEFENDANTS** **DO NOT PLACE IN PRESS BOX** **COMPLAINT AND JURY DEMAND** ORIGINAL COMPLAINT FILED **UNDER SEAL** PURSUANT TO 31 U.S.C. § 3730(b)(2) **JURY TRIAL DEMANDED**

INTRODUCTION

1. Plaintiff-Relators ANHAM FZCO ("ANHAM") and ASADULLAH SADERKHAIL bring this *qui tam* action in the name of the United States of America and themselves to recover

damages and civil penalties arising from the actions of Defendants Supreme Foodservice GmbH ("Supreme"); Supreme Group USA LLC; Sader Al Khail General Trading, LLC; Stephen Orenstein; Soren Borup Norgaard; Haji Obaidullah Sader Khail; their respective corporate officers; related companies; and related individuals in conspiring to perpetrate a fraudulent scheme by which Supreme and the other named defendants intentionally delayed implementation of a subsistence prime vendor contract competitively awarded to the relator ANHAM (the "ANHAM SPV Contract").

2. The Subsistence Prime Vendor ("SPV") Afghanistan program involves the government selection of the prime contractor responsible for providing subsistence food products to the United States military and other federally-funded customers in Afghanistan.

3. Supreme was the incumbent contractor who had been performing these services since 2005, first under its own SPV contract, and later under non-competitive sole-source bridge contracts. The intended purpose and end result of Defendants' fraud scheme was to cause the Government to continue issuing performance extensions and payments to Supreme under its SPV bridge contracts, at a premium of 44% over what ANHAM would have charged had it been able to commence deliveries under its SPV Contract. The Supreme SPV bridge contracts were otherwise set to expire once ANHAM commenced implementing deliveries under its SPV Contract.

4. The delay in ANHAM's implementation of its SPV Contract was achieved by Defendants' fraudulent and unlawful seizure of ANHAM's Kandahar warehouse facilities. Through seizure of the warehouse, Defendants knowingly and intentionally delayed ANHAM's ability to commence distribution to the geographical regions of Afghanistan that were supposed to receive supplies from the Kandahar warehouse. This delay in ANHAM's

contract implementation, which was directly attributable to Supreme's seizure of ANHAM's Kandahar warehouse, together with other wrongful conduct by Defendants, caused the government to pay Supreme approximately $178 million at rates 44% higher than the rates set in ANHAM's SPV Contract.

5. Supreme knew that that this seizure of ANHAM's Kandahar facilities would cause the government to be overcharged by Supreme until such time as ANHAM could replace its Kandahar warehouse and distribution facilities.

6. The highest-level representatives of Supreme conspired with others, known and unknown, including but not limited to Afghan business interests, to strip ANHAM of its access to and ownership of both the Kandahar warehouse and the land on which the warehouse was situated.

7. Defendants knew and intended that their wrongful and illegal actions, and their conspiracy with others, would result in the United States government being overcharged approximately $178 million dollars. And, to be sure, the United States government was actually overcharged by approximately $178 million dollars, as a result of Defendants' knowing fraudulent, wrongful, and illegal course of conduct. Furthermore, Defendants' actions also resulted in substantial monetary damages to ANHAM, including but not limited to $404 million dollars in lost revenue.

THE PARTIES INVOLVED

8. Plaintiff-Relator ANHAM is a global logistics services company and supply chain contractor formed under the laws of Dubai and the United Arab Emirates. Its principal place of business is located at Dubai Airport Free Zone East Wing, Building 4A, Suite No. 608, Dubai, United Arab Emirates. ANHAM USA, Inc. is a management services

company in the United States, which provides certain contractual services to ANHAM and is located at 1600 Tysons Boulevard, 6th Floor; McLean, VA 22102.

9. Plaintiff-Relator Asadullah Saderkhail is an Afghan citizen and currently resides at Apartment 1410, Tower 6, Ajman One Tower, Ajman City, United Arab Emirates. Relator Saderkhail was employed by Sader Al Khail General Trading LLC ("SAK") from May 2011 until May 2015. He served as General Manager of SAK's office in the United Arab Emirates. SAK's principal and owner, Haji Obaidullah Sader Khail, issued Mr. Saderkhail a power of attorney for the purpose of carrying out SAK's business dealings. Relator Saderkhail's responsibilities included, *inter alia*, overseeing SAK's warehouse and property dealings in Afghanistan and Dubai. He possesses first-hand knowledge of the factual assertions contained herein.

10. Defendant Supreme Foodservice GmbH is a privately-held company formed under the laws of Switzerland. Supreme's Middle East operations are headquartered in Dubai, United Arab Emirates at Level 8, Le Solarium Building. The company also has offices in Switzerland and the Netherlands. Supreme's address in Switzerland is c/o Umberg Treuhand AG, Zwinglistrasse 6, 8750 Glarus. Supreme Group USA, LLC, which existed during the periods referenced herein, was located at 11911 Freedom Drive #1180, Reston, VA 20190.

11. Sader Al Khail General Trading LLC (aka, SAK Group FZCO, or "SAK") is a privately held company formed under the laws of the United Arab Emirates. SAK operates as a logistics company that specializes in commodities transportation. The company's address is listed as Sheikh Mohammed Bin Zayed Road (E311 Road), Dubai, United Arab Emirates, and SAK Group FZCO's location is listed as Office 718 – Le Solarium Building

Dubai Silicon Oasis, Dubai, United Arab Emirates. As part of the conspiracy to delay the implementation of ANHAM's services, SAK purportedly "purchased" and then "leased" the Kandahar warehouse and underlying land as an agent for Supreme, deployed security forces to the warehouse to evict ANHAM contractors on behalf of Supreme, and, by early 2013, effectively turned possession of the warehouse and land over to Supreme.

12. Stephen Orenstein was the Chief Executive Officer of Supreme and is a German citizen. He played an integral role in the seizure of ANHAM's Kandahar warehouse by orchestrating and approving the entire scheme to defraud the government.

13. Soren Borup Norgaard is an attorney and corporate officer for Supreme and is a Danish citizen. Norgaard played an integral role in the seizure of ANHAM's Kandahar warehouse by both coordinating the financial transactions responsible for allowing Supreme to assume control of ANHAM's Kandahar warehouse and the underlying parcel of land and by orchestrating the unlawful interference with ANHAM's interest therein.

14. Haji Obaidullah Sader Khail ("Sader Khail") is the owner of SAK. During the events detailed in this complaint, Sader Khail was the Chairman of the Afghan Business Counsel (in Dubai) and Honorable Consul of Afghanistan to Cyprus. Sader Khail is a citizen of Cyprus.

JURISDICTION AND VENUE

15. This action arises under the Federal False Claims Act, 31 U.S.C. § 3729, *et seq.*

16. Subject matter jurisdiction over all stated causes of action brought pursuant to the False Claims Act is conferred upon this Court by 28 U.S.C. § 1331, in that this action arises under the laws of the United States, and by 31 U.S.C. § 3732, which specifically confers

jurisdiction on this Court for actions brought pursuant to 31 U.S.C. §§ 3729 and 3730. Jurisdiction over all state law claims is conferred by supplemental and pendent jurisdiction.

17. Venue is proper in the United States District Court for the Eastern District of Virginia pursuant to 28 U.S.C. § 1391(c) and 31 U.S.C. § 3732(a) as the Court has personal jurisdiction over at least one Defendant who can be found in, resides, transacts business, or has performed acts proscribed by 31 U.S.C. § 3729 in this district. Each Defendant also caused false claims to be made or certified in this jurisdiction and has sufficient contacts with the United States to confer jurisdiction under the False Claims Act.

18. Pursuant to the requirements of 31 U.S.C. § 3730(b), Plaintiff-Relators provided the federal government with a pre-filing written disclosure containing substantially all of the information in support of the allegations made herein.

19. There has been no public disclosure of the allegations contained herein. To the extent jurisdictionally required, Plaintiff-Relators are original sources of the information contained in this Complaint within the meaning of 31 U.S.C. § 3730(e)(4); they have direct and independent knowledge of the information contained herein; and they have voluntarily provided such information to the government of the United States.

20. Plaintiff-Relators have complied with all conditions precedent to bringing this action.

FACTUAL ALLEGATIONS

21. Defendant Supreme served as a prime vendor for U.S. interests in Afghanistan beginning in June 2005 under contract SPM300-05-D-3130. Supreme's original contract ran through December 12, 2010. Supreme's contract was extended via non-competitive bridge contracts consisting of a twelve (12) month base period and two (2) six-month option periods.

22. On April 26, 2011, the Defense Logistics Agency ("DLA") issued Solicitation No. SPM300-11-R-0063, contemplating the award of a single indefinite-delivery/indefinite-quantity ("IDIQ"), fixed-price contract for the supply and delivery of foods items to the U.S. military throughout various sites in Afghanistan. This Solicitation was intended to replace the prime vendor contract then in place with Supreme.

23. The solicitation closed on July 13, 2011, and DLA ultimately received complete proposals from four offerors, including Supreme and ANHAM.

24. Hoping that it would be awarded the SPV contract, ANHAM began planning to design, build and operate two very large warehouses in Afghanistan through which the storage, processing and delivery of foodstuffs to the U.S. military troops, NATO troops, and associated identified parties, would occur—one primary warehouse in Bagram, Afghanistan to serve the northern portions of the Country, and one warehouse in Kandahar, Afghanistan to serve the southern portions of the Country.

25. In order to construct the Kandahar warehouse, ANHAM and its team members entered into a Pre-Bid Teaming Arrangement with Afghan Meco Logistics Services (aka "MECO") and its partners, whereby ANHAM would assume joint ownership of a tract of land located in Kandahar province upon which ANHAM would build the second largest warehouse in the country (exceeded in size only by the Bagram warehouse), as well as living and working space for up to 500 workers.

26. Per the terms of the agreement, ANHAM was to retain a 50% ownership stake in the land and improvements. To implement the foregoing, a Sales Agreement was entered into by ANHAM's agent for the benefit of ANHAM, with MECO and its partners to implement and effectuate the terms of the Pre-Bid Teaming Agreement.

27. The Sales Agreement acknowledged full payment, but called for one half of the $988,351.00 purchase price to be paid in cash. The remaining amounts would be paid once the land was formally registered with the appropriate Afghan government authorities or through additional services provided by MECO and its partners. After ANHAM submitted the required cash payment, it commenced construction of the Kandahar warehouse and living facilities at a cost of approximately $20 million.

28. In June 2012, Supreme was awarded a one-year bridge contract from December 13, 2012 through December 13, 2013. As required by regulations, DLA Troop Support issued a Justification for Other than Full and Open Competition to explain the rationale behind the extension. This extension was granted to ensure the uninterrupted flow of vital subsistence items into Afghanistan but also provided that "should a competitively awarded contract be put into place ahead of the projected timeline, the contract extension will be terminated..."

29. On June 22, 2012, DLA awarded SPV contract no. SPM300-12-D-3571 to ANHAM for a projected sixty-six (66)-month duration with a potential value greater than $8 billion.

30. Given the complexity of the contract and the logistics required for switching vendors, the contract included a six-month implementation phase, or "ramp-up" period, during which Supreme would remain the principal supplier until ANHAM had in place the required stock of goods to succeed Supreme and become fully responsible for supplying all the relevant DODAACs (Department of Defense Activity Address Codes) set forth in ANHAM's SPV contract.

31. Following DLA's awarding of the contract to ANHAM, Supreme launched a series of bid

protests with the Government Accountability Office ("GAO"). Supreme filed its first protest of the award to ANHAM on July 5, 2012, which triggered a statutory stay of ANHAM's performance until the protest was resolved.

32. On August 6, 2012 DLA sent a letter to the GAO urging the GAO to deny Supreme's protest on the merits. The GAO partially sustained Supreme's protest on October 11, 2012, and recommended that DLA reevaluate certain aspects of the bids submitted by Supreme and ANHAM.

33. On October 26, 2012, Supreme forwarded a letter to DLA requesting that DLA expand the scope of its reevaluation, alleging that ANHAM was building the Bagram warehouse on land it did not own. Concurrent with the seizure of the Kandahar warehouse described below, Supreme also commenced various actions to interfere with ANHAM's work on the Bagram warehouse, including paying newspapers to write false articles, organizing local protests, and involving various political processes in Afghanistan. Supreme cautioned DLA that if ANHAM were again selected for the contract, the agency should reexamine ANHAM's responsibility by considering recent negative information concerning ANHAM's ability to perform the contract.

34. The contracting officer rejected Supreme's contention because there was no "independent information substantiating the allegations raised by Supreme." The contracting officer concluded that ANHAM's proposal continued to represent the best value to the government, because Supreme's existing technical capabilities were not worth the 44% price premium associated with its proposal.

35. ANHAM was re-awarded the Afghanistan SPV contract on December 7, 2012. Ten days later, Supreme filed a second post-award protest with the GAO alleging, *inter alia*, that

ANHAM presented misrepresentations in its proposal. The protest resulted in another stop work order being sent to ANHAM.

36. The protest was denied on March 27, 2013, at which time ANHAM was informed that the stop work order previously issued on February 20, 2013, had been lifted.

Defendants Conspire to Seize Control of ANHAM's Kandahar Warehouse

37. On November 10, 2012, Mohammad Anwar Abdulwahid ("Haji Anwar"), an Afghan citizen and owner of MECO—the company with which ANHAM had partnered to procure the land upon which it had built its Kandahar warehouse—was induced to enter into a commercial lease agreement with SAK and breach its arrangements with ANHAM. Haji Anwar and Defendant Sader Khail signed the agreement on behalf of their respective companies (MECO and SAK). Pursuant to the terms of the commercial lease agreement, the signing of the agreement was intended to be witnessed by Government Official B, whose significance is described further below, and signed by an attorney purportedly representing Supreme, Charles Jackson. However, Government Official B's signature does not appear on the document.

38. Defendants tortiously coerced and fraudulently induced MECO to enter into the commercial lease agreement and to violate its existing agreements with ANHAM. The coercion and fraud included falsely alleging that ANHAM would not be permitted to perform the SPV contract by the U.S. Government and the Afghan Government, and falsely alleging that ANHAM would not be able to utilize MECO for any services under the SPV Contract. Defendants further promised to pay MECO an enormous amount of money in exchange for MECO breaching the arrangements with ANHAM, and instead entering into

an agreement with SAK for possession and use of ANHAM's Kandahar warehouse facility and for exclusive access to the underlying land.

39. Defendants' tortious, coercive and fraudulent conduct produced a lease agreement that called for SAK to take possession of ANHAM's Kandahar warehouse for a large cash payment and to lease the underlying land from MECO for $3,000,000 per year for the first two years.

40. On November 14, 2012, SAK secured a $20 million guarantee from Supreme through UBS Bank for the planned seizure of ANHAM's Kandahar warehouse and assets and to eventually lease the land underlying the warehouse from MECO and Haji Anwar. The payment guarantee letter, Reference No. 30GA-E63981-7J1H, identified SAK as the debtor and MECO/Haji Anwar as the beneficiaries. The payment was valid through January 6, 2013. UBS banker Markus Krummenacher drafted the bank guarantee, writing:

> We have been informed that Afghan Meco Logistics Services and Mohammad Anwar Abdulwahid (collectively the "Sellers") have concluded on 10 November 2012 a contract (the "Asset Purchase Agreement") with Sader Al Khail General Trading LLC...(the "Buyer"), for certain assets, including a warehouse under construction, situated on a plot of land in Afghanistan. As per paragraph 5.3 of the Asset Purchase Agreement, the payment of the purchase price (the "Purchase Price") shall be secured, up to USD 20,000,000, by a bank guarantee in favour of the Sellers.

41. Supreme provided the $20,000,000 bank guarantee and ultimately transferred nearly $17,000,000 to SAK without entering into any signed agreements with SAK. As late as 2015, approaching 3 years after the payment of funds, no agreements between Supreme and SAK were signed regarding the warehouse. It was only as a result of Supreme's auditors that Supreme demanded SAK sign documentation supporting the massive transfer of funds that occurred many years earlier. It is uncertain if documents were ever signed.

42. On November 15, 2012, Supreme executive Norgaard e-mailed Sader Khail to obtain a third-party surveyor who could issue a report that would "set out the total amount of expenditure...required to complete the construction and fit out of the Assets for the Assets to be a fully operational US Department of Defense food warehouse and support facilit[y] compliant with VETCOM Standards."

43. On November 16, 2012, Norgaard sent an e-mail to Sader Khail containing the specific language to be used to terminate the agreements between Mohammad Anwar Abdulwahid, MECO, ANHAM and Afghan Fleet and Group Services ("AFGS"), including the commercial lease for the Kandahar warehouse land. Norgaard provided the following language, in relevant part:

> Anham and AFGS have despite numerous written and verbal demands and warnings by us refused to pay for the services we have provided...The total amount owed to us is in excess of $15m and part of the amount has been owed to use for more than 15 months. It is our position that Anham and AFGS are in breach of their obligations owed to Meco, KGC and Mr. Anwar under the above agreements...In that regard, Meco, KGC and Mr. Anwar hereby forthwith terminate the above agreements and any other agreement existing between us and Anham/AFGS/other companies affiliated with Anham of [*sic*] AFGS.

44. None of these allegations were true, and the wording was interposed by Supreme as a pretext for interfering with ANHAM's pre-existing agreements and to seize ANHAM's substantial assets comprising the Kandahar warehouse.

45. Norgaard recommended that both Haji Anwar and Anwar's business partner sign the letter. Sader Khail forwarded the message to SAK's General Manager, Mohsan Ishtiaq, for implementation. MECO, regurgitating the language supplied by Supreme, transmitted the purported notice of termination of ANHAM's purchase of the land and its intention to keep the $20 million warehouse constructed by ANHAM upon that land.

46. Defendants began implementing their scheme to wrongfully seize the Kandahar warehouse in November 2012. In a November 21, 2012 e-mail, Supreme's Jan Langenbach informed Sader Khail and two other Afghan business associates that Supreme would be deploying a team to the Kandahar site to inventory the warehouse and assume control over security.

47. In a series of e-mails culminating on November 22, 2012, Defendants Sader Khail and Norgaard discussed a proposal from Hill International to perform a third-party survey and cost completion analysis of the Kandahar warehouse site. Hill International's job proposal identified MECO and SAK as the "Seller" and "Buyer" of the warehouse site, respectively. The proposal included Hill's requirement that it be paid AED 110,000 as a mobilization fee.

48. Ernie Pallett is Supreme's Director of Security – Corporate & Legal Affairs. On November 22, 2012, he e-mailed Syed Sultanag, a businessman who had dealings with SAK and MECO, a message stating:

> We are ideally aiming to have our staff at the site tomorrow and to provide security I will be deploying two vehicles with armed guards as additional support for our staff and another vehicle to extract them to our nearby site if needed...I believe Mr[.] Haji Obaidullah will also have his own security personnel on site...

49. Syed Sultanag worked closely with certain corrupt Afghan high-ranking government officials to secure the seizure of ANHAM's Kandahar warehouse. These high-ranking Afghan government officials are hereinafter referred to as "Government Official A" and "Government Official B." The identities of Government Official A and Government Official B are known to the Defendants and have been disclosed to the United States Government.

50. Government Official A and Government Official B are known to have engaged in extrajudicial killings, forced disappearances and torture, such that their identities are omitted from this Complaint to ensure the physical safety of ANHAM personnel located in or traveling to Afghanistan.

51. Defendants' seizure of the Kandahar warehouse was carried out with assistance obtained as a result of payoffs made to Government Officials A and B.

52. Government Official A received a payoff of approximately $300,000 from Supreme for assisting with the armed security seizure of the Kandahar warehouse. Government Official A also obtained additional payoffs including a cash deposit of AED 367,000 ($100,000 U.S. cash equivalent). Relator Saderkhail was directed to deposit cash into a bank account held in the name of Government Official A. This cash payment was made at the express direct instruction of Defendant Sader Khail. Other payoffs made to Government Official A include paying for family travel. Relator Saderkhail has personal knowledge that such payments include (i) SAK paying for a 4-bedroom apartment at the Galleria Residence, Hyatt Regency Dubai, for Government Official A and six members of his family in June 2012, which was billed to Defendant Sader Khail's personal Master and Visa credit cards or paid for in cash; (ii) SAK providing airline tickets for six members of Government Official A's family to travel between the UK and the United States in or about December 2013; (iii) SAK paying AED 3,000 to cover Government Official A's UAE Dubai visa entry permit and to cover Government Official A's business class travel from Dulles International Airport to Dubai in January 2015.

53. Government Official B likewise received payoffs for his assistance with the Kandahar warehouse seizure. These payoffs included placing Government Official B on the SAK

company payroll at the rate of AED 7,000 (approximately $1,900 US) per month during the course of the Kandahar warehouse seizure.

54. Upon information and belief, Government Official B received a payoff for witnessing the leasing agreement entered into between MECO and SAK. The particulars of such payoff are uniquely in control of SAK.

55. In December 2012, Government Official A travelled to the United States and remained there for several months. During this time frame, Defendants Norgaard and Sader Khail visited with Government Official A. The particulars of their discussion are uniquely in control of Defendants Supreme and Sader Khail. However, the purpose of this meeting was to obtain Government Official A's assistance with Defendants' continuing seizure of ANHAM's Kandahar warehouse.

56. On November 25, 2012, Supreme prepared an inventory of the seized contents of the Kandahar warehouse on its own stationary, which were subsequently disposed of by SAK and Supreme.

57. On December 5, 2012, Supreme's Jan Langenbach e-mailed MECO's Haji Anwar and Defendant Sader Khail after the parties agreed to accept Hill International's proposal to conduct the third-party survey. Langenbach attached an engagement letter for Haji Anwar and Defendant Sader Khail to sign. The AED 110,000 mobilization fee was split evenly between Supreme and SAK, with each company paying AED 55,000.

58. On December 29, 2012, SAK executed Addendum No.1 to the Asset Purchase Agreement originally executed on November 10, 2012, between MECO, Haji Anwar, and SAK. As specified in this addendum, SAK purchased the Kandahar warehouse from MECO and Haji

Anwar for $16.2 million. Government Official B signed Addendum No. 1 as a witness along with Charles Jackson, an attorney purportedly representing Supreme.

59. SAK did not enter into a separate asset purchase agreement with Supreme until, at the earliest, sometime in 2015, notwithstanding that Supreme purchased the land and warehouse seized from ANHAM for $16,781,600 in 2012. This agreement, which, if ever signed, was many years after the fact, warranted that the "Assets are in possession and control of [SAK] and [SAK] has good and marketable title to the Assets..." Supreme paid $581,600 more than the listed purchase price as a payoff for assistance with the seizure of the Kandahar warehouse.

60. Supreme also made monthly payments to SAK in the amount of $48,900 for its continued assistance with the seizure of the Kandahar warehouse.

61. On or about December 31, 2012, Supreme initiated a cash wire transfer through UBS, debit account No. CH91 0028 4284 2024 5067 V, to SAK, IBAN account No. AE310260001024349628002, in the amount of $16,781,600. This wire transfer consisted of money SAK used to fund Supreme's wrongful takeover of ANHAM's Kandahar warehousing facilities.

62. On January 4, 2013, Defendant Norgaard e-mailed Defendant Sader Khail and copied Jan Langenbach, stating: "I hope you have now arrived safely into Washington. We should when you get back to Dubai finalize the Supreme/SAK documents in relation to our agreement on the Kandahar Warehouse. We have prepared the attached two drafts that we can discuss and hopefully sign when you get back".

63. However, Norgaard admitted in a January 25, 2015 e-mail that the warehouse asset purchase and lease agreement for the Kandahar warehouse had yet to be finalized. As of

that date, nearly $17,000,000 payments had been made with no executed agreements of any kind.

64. MECO was coerced and bribed by SAK and Supreme. The coercion and bribery included payment of $16.2 million in furtherance of Supreme's wrongful efforts to take control of ANHAM's Kandahar warehouse. On January 8, 2013, Olivia Gendrot, a Supreme Contract Specialist, informed MECO's Haji Anwar that his company had been awarded transportation contract No. SUP-2012-0013, effective January 15, 2013, as further fraudulent incentive. The contract provided for fixed payments for each delivery MECO made from the Kandahar warehouse to various destinations throughout Afghanistan but, on information and belief, no work actually took place.

65. The Kandahar warehouse was never utilized commercially by SAK, Supreme or any other party. It was held solely to delay implementation of the ANHAM SPV Contract, to interfere with ANHAM's ability to mobilize, and to allow Supreme to fraudulently take additional funds from the U.S. Government. To attempt to conceal the lack of use of the warehouse, Supreme orchestrated pro-forma movements of water into the warehouse after persons began questioning the absence of any commercial activities from this site.

66. Supreme, most likely through Defendant Norgaard, met with Defendant Sader Khail in Washington, D.C., as part of Defendants' conspiracy and fraudulent conduct to wrongfully seize the Kandahar warehouse.

ANHAM's Response to the Warehouse Seizure

67. After losing control of its Kandahar warehouse as a direct result of the actions of Defendants, ANHAM was forced to hasten the construction of an emergency warehouse and foodservice facility, known as Camp Star. ANHAM was not aware of what was

transpiring with regard to its warehouse until late December of 2012 or early January 2013, as it was receiving conflicting reports and was unable to obtain information from MECO or its partners.

68. The Camp Star facility, which cost ANHAM an additional $10 million to build, was much smaller than the seized Kandahar warehouse, and the construction delay and reduced size of the replacement facility prevented ANHAM from making deliveries to southern Afghanistan locations, which necessarily delayed and reduced ANHAM's performance under its SPV Contract.

69. On December 23, 2012, ANHAM's agent and Country Manager, Mohammad Kabir Arghandiwal, filed a petition with the National Assembly of Afghanistan's Petitions and Complaints Committee seeking redress over the seizure of ANHAM's Kandahar warehouse.

70. The petition outlined the sales agreement entered between ANHAM, MECO, and partners, and outlined what ANHAM knew at that time—that its employees, contractors, and security force were "forcefully removed" by an armed, private militia unaffiliated with the Afghan Public Protection Force ("APPF") and that ANHAM did not receive notice or justification for why the seizure occurred or who was responsible for the seizure.

71. The petition warned that further inability to access and utilize the site would cause ANHAM to "fail under...contractual obligations which constitute billions of dollars."

72. On December 27, 2012, Arghandiwal received a response to his petition from Alhaj Obaidullah Barekzai, Director of the Petitions and Complaints Committee. Barekzai confirmed that the Petitions and Complaints Committee reviewed ANHAM's petition and "decided that Ministry of Interior should visit the Land with proper security forces...and

resolve the issue...Ministry of Interior should clean the Land from the unauthorized forces and hand over the Land to the head of this Company (ANHAM) to resume their work."

73. On January 4, 2014, the Supreme Court of the Islamic Republic of Afghanistan, Appeal Courts Division of Kabul Province, issued an injunction in favor of ANHAM against, among others, Stephen Orenstein and other owners of Supreme, and the owner of SAK, pending the outcome of any judicial proceeding.

74. The injunction called for "all the installations, buildings, cold storage warehouses, appliances, equipment, and construction material, which are subject to dispute...be taken out of the control of current occupiers [Supreme]...[and] after the conclusion of the lawsuit, they may be transferred to their rightful owner [ANHAM]."

75. The Afghan official tasked with enforcing the injunction was Government Official B, who was already on SAK's payroll when he refused to enforce the injunction.

76. Government Official B thereafter specifically traveled to Dubai to formally witness and sign the SAK-Supreme Warehouse Asset Purchase Agreement Addendum No. 1, which provided for the transfer of the Kandahar warehouse to SAK for $16.2 million.

77. Upon information and belief, Government Official B obtained payoffs for signing and witnessing Addendum No. 1 to the SAK-Supreme Warehouse Asset Purchase Agreement. Knowledge of these payments is uniquely known to SAK and Supreme.

78. From time to time, ANHAM reported to the U.S. Government what limited information it knew about the seizure of its Kandahar warehouse. On January 16, 2013, Beau Lendman, an ANHAM Senior Vice President, informed DLA Troop Support via e-mail that "an armed private military has occupied the property surrounding [ANHAM's] Kandahar

Warehouse and is interfering with our use of the Facility." ANHAM did not learn that an armed militia had seized the Kandahar warehouse until December 22, 2012.

79. Lendman reported to the government that the militia was "neither affiliated with the Afghan Military, Afghan Police nor the Afghan Public Protection Forces." Lendman's e-mail stated that ANHAM had already filed two legal proceedings in Afghanistan, and the company expected to have control of its warehouse back prior to mobilizing under the ANHAM SPV Contract. Lendman disclosed that ANHAM had been advised that the militia reported to an individual who served as a primary subcontractor under one of Supreme's fuel delivery contracts.

80. On January 31, 2013, DLA Troop Support Contracting Officer Dennis Strolle e-mailed ANHAM that, per the SPV contract, "all infrastructures shall be completed at your Kandahar facility...by March 7, 2013."

81. On February 12, 2013, ANHAM transmitted a letter to the Chief Counsel of DLA Troop Support, stating that the Afghan Government was "actively conducting a criminal investigation into the illegal seizure of ANHAM's Kandahar [*sic*] facility by an armed private militia." The letter reported that it was ANHAM's understanding that "Supreme...has been involved in financing, and/or otherwise engineering, the seizure to force the extension of Supreme's current prime vendor contract."

82. ANHAM submitted with its letter to the Chief Counsel of DLA Troop Support a list of Afghan officials and private citizens who ANHAM believed had information relevant to the allegations and who were prepared to speak with U.S. officials regarding the matter.

83. On March 27, 2013, ANHAM's Afghan subcontractor, AFGS, e-mailed a letter to the Afghan Investment Support Agency ("AISA") detailing the issues surrounding the seizure

of the Kandahar warehouse. The letter stated that ANHAM was "in possession of information that our land and improvements were purportedly and illegally sold to one Haji Obaidullauh Sarder [*sic*] Khail...a primary subcontractor to Supreme Foodservice, GmbH, a foreign business competitor of ANHAM."

84. AFGS reported that ANHAM had "been advised that the purported illegal seizure and sale were at the behest and planning of Supreme...in order to seek an illegal competitive advantage regarding certain U.S. Government Contracts that have been award[ed] to ANHAM."

85. On April 6, 2013, Jay Ward, ANHAM's Chief Operating Officer, e-mailed Capt. Michael Hansen of DLA Troop Support, that "[ANHAM] doubt[s] that the Kandahar WH will be returned in time to meet initial operating requirements."

86. On April 8, 2013, ANHAM's Beau Lendman e-mailed DLA Troop Support with an update on substantive modifications to its SPV proposal. Lendman informed DLA Troop Support that the Kandahar warehouse was still under control of the private militia, but the seizure was non-detrimental to ANHAM's ability to perform under the contract, as ANHAM was trying to move forward with implementing a contingency plan involving Camp Star, coupled with the supplemental utilization of ANHAM's warehouse in Bagram. This scenario ultimately proved to be incorrect. Instead, the failure to regain control of the Kandahar warehouse substantially delayed implementation of ANHAM's SPV contract.

87. On May 24, 2013, representatives from ANHAM, DLA, and Supreme met at Supreme's primary offices in Dubai. A draft agenda circulated prior to the meeting reveals that the topic of the meeting was transition of the SPV contract from Supreme to ANHAM,

including "[w]ork details and critical tasks for Anham to assume full capability for the SPV contract mission by Dec 2013."

88. In a follow-up e-mail sent on May 28, 2013, to Supreme's Orenstein and ANHAM's A. Huda Farouki, Vice Admiral Mark Harnitchek, DLA Director, recapped the meeting that had just been held in Dubai. Harnitchek stressed the importance of a "smooth transition" of the SPV contract, specifically with regards to the Kandahar warehouse facility, over which, Harnitchek noted, "both companies have some form of claim of ownership."

89. In the aftermath of the May 28, 2013 meeting, Lourdes Valentin of DLA Troop Support e-mailed ANHAM and demanded "substantiating documentation regarding the occurrence at its Kandahar facility" and stated that ANHAM "must provide detailed information, as well as supporting documentation, regarding the steps it has taken, or will take, and the person(s) and/or office(s) ANHAM has contacted, or will contact, with associated timeframes."

90. On June 3, 2013, ANHAM responded to DLA's request for substantiating documentation by providing the four items it had obtained as of that time: 1) ANHAM's complaint to the Upper and Lower houses of the Afghan Parliament; 2) responses from the Upper and Lower houses confirming that an investigation would take place; 3) ANHAM's complaint to AISA; and 4) the APPF's findings that the Kandahar warehouse site was being illegally held by an armed militia.

91. The perceived lack of substantiating documentation caused DLA to disregard ANHAM's assertion that the seizure of the Kandahar warehouse facility was more than a business dispute.

92. ANHAM did not obtain details of the fraud scheme and additional supporting documentation until on or after May 2015.

93. ANHAM C.E.O, Mr. A. Huda Farouki, met with Defendant Stephen Orenstein, who finally clearly admitted he was fully aware of Supreme's plan to obtain the Kandahar warehouse, but denied that Supreme's seizure was unlawful or contra-indicated by law.

94. Supreme falsely asserted that its seizure of the Kandahar warehouse was the product of a normal business transaction necessitated by Supreme's business needs. This business necessity claim is specious because: 1) Supreme already had in place a long-standing operational supply infrastructure and lacked a business need for additional warehousing; 2) Supreme had lost the follow-on SPV contract and, if anything, needed to commence downsizing its supply operations; and 3) Supreme never commercially utilized the Kandahar warehouse facility, except for some pro-forma apparent water deliveries to attempt to hide the fact that the warehouse was vacant and essentially never used.

95. Photographic evidence shows that following Supreme's seizure, the Kandahar warehouse was used only to purportedly store water, as a subterfuge, in addition to housing several empty shipping containers belonging to Haji Anwar. The warehouse was not used in any commercially material way to fulfill Supreme's business needs in the region, but rather it was wrongfully seized by Supreme and its co-conspirators to intentionally interfere with ANHAM's performance and to facilitate the Defendants' knowing submission of false claims to the United States for continued payments to Supreme.

96. Supreme's carrying out the fraud set forth in this complaint is consistent with the major fraud scheme Supreme pled guilty to on December 8, 2014, for which it paid the government $434 million in criminal and civil penalties.

97. In an effort to conceal its fraud, Supreme utilized its lawyers to execute a 2007 separation agreement, preventing an employee from revealing its fraudulent dealings.

98. SAK and Supreme finalized the formal handoff of the Kandahar warehouse to Supreme in early 2015, even though no agreements appear to have been signed. At that time, the intended purchase agreement seems to have been combined with a long-term lease agreement. On January 24, 2015, Defendant Sader Khail e-mailed Defendant Norgaard:

> It is good to read that you would like to prepare an agreement between SAK and Supreme. As you know that SAK have [*sic*] no benefit in these contracts from beginning...till today. We did not face problems in our other business in Afghanistan but we faced very serious problems and complications in Afghanistan due to only for these contracts (Lease and Assets purchase). We will work on it and prepare the draft. We have to prepare the contract which should not be harmful for SAK and Supreme in future. I would not like to take anymore complication in future due to these contracts.

Thus, making clear that SAK performed the interference, payments, and other illegal actions at the behest of, and as an agent for, Supreme.

99. On January 31, 2015, Hamuyoon Weyar, SAK's Kabul Area Manager, e-mailed SAK's GM with an update concerning the warehouse handover. Weyar reported that he had traveled to Kandahar to complete the handover of the warehouse to Supreme's staff and informed a Supreme employee that SAK required specific documentation be signed before it would hand over control of the warehouse to Supreme.

100. The Supreme official reportedly responded by telling Weyar that Supreme would be taking control of the warehouse at 8 AM the following day, regardless of whether the proper documentation was in place. Defendant Sader Khail e-mailed Defendant Norgaard to clear up any confusion concerning broken and/or missing items in the warehouse and to confirm that the warehouse handover would occur on February 1, 2015.

101. As a result of their wrongful and illegal conduct, Supreme knowingly submitted, and Supreme and the other Defendants knowingly caused submission of, false claims to the United States. In furtherance of its fraudulent conduct and conspiracy to submit false claims, Supreme knowingly made false statements and created false records to submit false claims.

102. Supreme and the other Defendants knowingly engaged in corrupt and illegal conduct, including the payment of bribes, and knowingly committed other illegal or wrongful acts designed to delay and interfere with ANHAM's performance of its contract with the United States, knowing that said delays and interference would result in the United States extending Supreme's bridge SPV contract and paying Supreme a 44% premium above ANHAM's contractual rates.

COUNT I
VIOLATION OF 31 U.S.C. §§ 3729(a)(1)(A)
(Fraud-in-the-Inducement)

103. The allegations contained in the above paragraphs are hereby re-alleged as set forth fully above.

104. Defendants Supreme Foodservice GmbH, Supreme Group USA LLC, Sader Al Khail General Trading, LLC, Stephen Orenstein; Soren Borup Norgaard, and Haji Obaidullah Sader Khail, by and through their officers, agents, supervisors, and employees, knowingly induced the United States Government through fraudulent means into extending Supreme Foodservice GmbH's prime vendor contract, SPM300-05-D-3130, by delaying Plaintiff-Relator ANHAM's performance of its prime vendor contract, SPM300-12-D-3571, in violation of 31 U.S.C. § 3729(a)(1)(A).

105. Because Defendant Supreme Foodservice GmbH obtained its contract extension through fraudulent, wrongful and illegal conduct, all subsequent claims for payments made under prime vendor contract SPM300-05-D-3130 and associated extensions were tainted and amounted to false claims in violation of False Claims Act.

106. Defendants knew that their fraudulent, wrongful and illegal conduct would be material to the government's decision to pay, and Defendants knew that their scheme would increase the Government's costs under the contracts at issue.

107. The Government would not have tolerated the increased cost had it known of the fraudulent conduct set forth in this Complaint.

108. The United States has been damaged in the amount of $178 million—the difference between what Supreme charged the Government while performing on its SPV bridge contract versus what the Government would have paid ANHAM, had ANHAM commenced performance when it was originally scheduled to—before trebling, subject to proof at trial, as a result of Defendants' knowing violations of the False Claims Act.

109. As set forth in the preceding paragraphs, Defendants knowingly violated 31 U.S.C. § 3729(a)(1)(A) and have thereby damaged the United States Government by their actions in an amount to be determined at trial by jury.

COUNT II
VIOLATION OF 31 U.S.C. §§ 3729(a)(1)(B)
(Knowingly Making, Creating or Using False Records or Statements to Submit or Cause to be Submitted False Claims)

110. The allegations contained in the above paragraphs are hereby re-alleged as set forth fully above.

111. Defendants Sader Al Khail General Trading LLC, Stephen Orenstein, Soren Borup Norgaard and Haji Obaidullah Sader Khail knowingly made, created or used false records

or statements to submit or cause Defendants Supreme Foodservice GmbH and Supreme Group USA LLC to submit false or fraudulent claims to the United States Government for payment under prime vendor contract SPM300-05-D-3130 in violation of 31 U.S.C. § 3729(a)(1)(B).

112. Defendants Supreme Foodservice GmbH and Supreme Group USA LLC, by and through their officers, agents, supervisors, and employees, did knowingly authorize various officers, agents, supervisors and employees to make, use, create, or cause to be made, used or created, false records or statements to submit false claims and take the fraudulent, illegal and wrongful actions set forth above.

113. Defendants knowingly made, used or created false records or statements to falsely represent to officials from the United States Government that they were not engaged in a fraudulent course of conduct and/or illegal activity concerning ANHAM's Kandahar warehouse.

114. Defendants knowingly made, used, created false records or statements to submit, or to cause to be submitted, false claims for payment when they knew that their fraudulent, illegal and wrongful course of conduct was causing the United States Government to pay substantially more than they would otherwise have paid but for the fraudulent course of conduct.

115. Defendants knew that their fraudulent, wrongful and illegal conduct would be material to the Government's decision to pay, and Defendants knew that their scheme would increase the Government's costs under the contracts at issue.

116. The Government would not have tolerated the increased cost had it known of the fraudulent conduct set forth in this Complaint.

117. As set forth in the preceding paragraphs, Defendants knowingly violated 31 U.S.C. § 3729(a)(1)(B) and have thereby damaged the United States Government by their actions in an amount to be determined at trial by jury.

COUNT III
VIOLATION OF 31 U.S.C. §§ 3729(a)(1)(C)
(Conspiracy to Violate the False Claims Act)

118. The allegations contained in the above paragraphs are hereby re-alleged as set forth fully above.

119. Defendants knowingly conspired with each other, and with others who are not named herein, known and unknown, to commit violations of 31 U.S.C. §§ 3729(a)(1)(A) and (B) as described above.

120. As described throughout this Complaint, all Defendants knew about the scheme to defraud the United States by fraudulently inducing the United States Government into extending Supreme's foodservice contract by wrongfully and illegally seizing control of ANHAM's Kandahar warehouse, thereby knowingly delaying indefinitely ANHAM's ability to commence performance on its own contract and knowingly causing the submission of false claims. By participating in this scheme, Defendants implicitly agreed to form a conspiracy to violate 31 U.S.C. § 3729.

121. Each of the Defendants knowingly committed one or more overt acts in furtherance of the conspiracy to violate 31 U.S.C. § 3729(a)(1)(A) and (B), including but not limited to initiating the transmission and receipt of wire transfers for the sale of the Kandahar warehouse, arranging for security at the warehouse site, and proposing contract language to terminate ANHAM's contract with MECO.

122. This fraudulent, wrongful and illegal activity was done in the name of Supreme Foodservice GmbH, Sader Al Khail General Trading, and other unnamed individuals and corporate co-conspirators.

123. Defendants knew that their fraudulent, wrongful and illegal conduct would be material to the Government's decision to pay, and Defendants knew that their scheme would increase the Government's costs under the contracts at issue.

124. The Government would not have tolerated the increased cost had it known of the fraudulent conduct set forth in this Complaint.

125. As set forth in the preceding paragraphs, Defendants knowingly conspired to violate 31 U.S.C. § 3729(a)(1)(A) and (B), and they have thereby damaged the United States Government by their actions in an amount to be determined at trial by jury.

COUNT IV
CONSPIRACY TO COMMIT FRAUD
(Violation of Va. Code § 18.2-499, 500)

126. The allegations contained in the above paragraphs are hereby re-alleged as set forth fully above.

127. Defendants conspired and colluded with each other to carry out a preconceived plan to seize ANHAM's Kandahar warehouse to unjustly enrich themselves as a result of overbilling the United States government in violation of law by terminating ANHAM's ability to perform on its SPV contract. As a result of such concerted action, ANHAM lost approximately $404 million dollars in revenue for contract work that ANHAM would have performed but for the civil conspiracy carried out by the defendants.

128. Defendants, amongst and between each other, engaged in concerted action to intentionally, purposefully, and without lawful justification cause injury to ANHAM's reputation, trade, and business opportunity.

COUNT V
TORTIOUS INTERFERENCE WITH AN EXISTING OR PROSPECTIVE CONTRACT

129. The allegations contained in the above paragraphs are hereby re-alleged as set forth fully above.

130. ANHAM entered its SPV Contract with the United States Government, the existence of which was known to Supreme and SAK.

131. Supreme and SAK, by and through their principals, as the architects of the scheme to seize ANHAM's Kandahar warehouse, did so intending to cause ANHAM to delay and otherwise breach ANHAM's SPV Contract.

132. Supreme and SAK, by and through their principals, knowingly and intentionally interfered with ANHAM's ability to perform its SPV Contract and did so with the intent to disrupt ANHAM's contractual relationship with the Government and to cause the Government to extend its use of Supreme as its prime supply vendor in Afghanistan. The seizure of ANHAM's Kandahar warehouse was engineered with the intended purpose of interfering with ANHAM's contractual relationship with the government.

133. Supreme's tortious interference extended to ANHAM's attempt to establish its Bagram warehouse. Such interference included paying newspapers to write false articles, organizing local protests, and involving various political processes in Afghanistan.

134. But for the conduct of Defendants, ANHAM would have executed its SPV Contract as planned. As a result of said tortious interference, ANHAM was deprived of approximately $404 million dollars in lost revenue.

COUNT VI
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS

135. The allegations contained in the above paragraphs are hereby re-alleged as set forth fully above.

136. ANHAM entered into its SPV Contract with the United States Government, the existence of which was known to Supreme and SAK.

137. Supreme and SAK by and through their principals, as the architects of the scheme to seize ANHAM's Kandahar warehouse, did so intending to cause ANHAM to delay and otherwise breach ANHAM's SPV Contract.

138. Supreme and SAK, by and through their principals, knowingly and intentionally interfered with ANHAM's ability to perform its SPV Contract and did so with the intent to disrupt ANHAM's contractual relationship with the Government and to cause the Government to extend its use of Supreme as its prime supply vendor in Afghanistan. The seizure of ANHAM's warehouse was engineered with the intended purpose of interfering with ANHAM's contractual relationship with the government.

139. Supreme's tortious interference extended to ANHAM's attempt to establish its Bagram warehouse. Such interference included paying newspapers to write false articles, organizing local protests, and involving various political processes in Afghanistan.

140. But for the conduct of Defendants, ANHAM would have executed its SPV Contract as planned. As a result of said tortious interference, ANHAM was deprived of $404 million dollars in lost revenue.

COUNT VII
CONVERSION OF PROPERTY

141. The allegations contained in the above paragraphs are hereby re-alleged as set forth fully above.

142. Defendants knowingly seized ANHAM's Kandahar warehouse and all other physical property located at that location, which ANHAM owned or held a right to possess.

143. Defendants wrongfully exercised dominion and control over the property, thereby depriving ANHAM of its lawful possession.

144. ANHAM was damaged in the full amount of the cost of constructing and storing warehousing materials, and damages otherwise caused by the loss of use of said property.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff-Relators, on behalf of the United States of America and themselves, pray as follows:

(a) That this Court enter a judgment against all Defendants in an amount equal to three times the amount of damages sustained by the United States as a result of the fraudulent conduct described in this Complaint and appropriate civil penalties as required by law;

(b) That, because all Defendants are responsible for violations of 31 U.S.C. §§ 3729(a)(1)(A) as described herein, all Defendants are jointly and severally liable for the full amount of damages and civil penalties awarded in this case;

(c) That each and every Defendant be held jointly and severally liable for a civil penalty, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990, for each and every false record, statement, and/or certification made by any Defendant to U.S. Government officials;

(d) That Plaintiff-Relators and the United States be awarded all reasonable attorney fees and costs incurred, with interest, including expert witness fees;

(e) That Plaintiff-Relators be awarded an amount that the Court decides is reasonable, which shall be not less than 15%, nor more than 30%, of the proceeds awarded to the United States from a judgment in this action, settlement of the claims, and/or any alternative remedies under the False Claims Act, 31 U.S.C. §§ 3729(a)(1), 3737(c)(5), (d), including but not limited to proceeds from any related administrative, criminal, or civil actions, including proceedings brought pursuant to 42 U.S.C. § 7413, and the monetary value of any equitable relief, fines, restitution, or disgorgement to the United States and/or third parties;

(f) That Plaintiff-Relators and the United States be awarded pre-judgment interest on all monies awarded;

(g) That Plaintiff-Relators be granted any and all other relief set forth in the False Claims Act which was not specifically referenced above;

(h) That Plaintiff-Relators be granted all other relief as the Court may deem just and proper;

(i) That ANHAM obtain all relief it is entitled to as a result of the damages suffered with respect to its ancillary claims set forth in Counts III to VI, including but not limited to compensatory and punitive damages, and statutory attorney fees and treble damages as to ANHAM's Virginia Business Conspiracy Claim.

JURY TRIAL DEMANDED

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff-Relators Anham and Saderkhail and Plaintiff ANHAM, respectively, hereby demand a jury trial as to all causes of action.

Respectfully submitted,

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